

1901-011

Lee Co.

Chancery Causes: Harvey Newman vs. Adm. of A. J. Martin &c

Legg, Johnston, Johnson

CA-Debt
T-Property

-Deed

To The Hon. Wm. J. Miller, Judge of the
Circuit Court for Lee County:

Your orator Harvey Newman, a
citizen of Lee County, Virginia, re-
spectfully represents unto your honor,
that your orator sold on the 10th day
of Feb., 1897 to one A. J. Martin a
tract of about 50 acres of land, lying
and being in Lee County, Va., on the
Big Branch in the Pocket country, and
being the same land, which was conveyed
on the 2nd day of March, 1881 to your
orator by John J. Newman wife, ex-
cept the mineral rights therein that
had before the date of said sale to said
Martin been conveyed to one F. A. Stratton;
that your orator in writing bound him-
self to convey said land, with the exception
aforesaid to said Martin when he had
fully paid the purchase price thereof;
that for said land so sold him, the
said A. J. Martin was to pay your orator
\$400⁰⁰. Three hundred dollars of which
bearing interest from date of sale
to be paid by August, 30th 1897, and the
residue or \$100⁰⁰ by the 25th day of Dec.,
1897; that said A. J. Martin executed
his two notes for said sums and payable as
aforesaid to your orator which notes are
here filed marked "A" and prayed to be
taken as a part of this bill; that on
said \$300⁰⁰ note said Martin paid on
Nov. 1st 1897 \$170⁰⁰ and on Nov. 25th 1897 \$33.15

1 which payments are indorsed upon the
2 back of said note as credits; and that
3 said \$300⁰⁰ note after deducting therefrom
4 said two credits and the whole of said
5 \$100⁰⁰ note are yet due your orator as a
6 part of the purchase price of said land.

7 Your orator will further allege and
8 show unto your honor, that he put said
9 Martin into possession of said, and that
10 after he took possession of the same, and
11 after said payments were made on said
12 purchase price of said land, he, the said
13 Martin, on or about the 15th of Sept.,
14 1898, departed this life intestate, leaving
15 his wife, Malinda M. and five chil-
16 dren, to-wit: Siddy Johnston, Ella P.,
17 Rebecca Ann, John P., and F. Elisha
18 surviving him as his widow and heirs
19 at law; that the estate of said A. J.
20 Martin dec'd. was at the December Term
21 1898 of the County Court by the County
22 Court of said County committed to one
23 John H. Sigg for administration. But
24 your orator alleges that said Martin on
25 his death left no effects subject to ad-
26 ministration, nor did or should anything
27 ^{have} come into said Sigg's hands as such admin-
28 istraton; nor has said widow, or any of
29 said children or said Sigg as such admin.
30 or any other person paid your orator any
31 thing on the said notes,

32 Now your orator is advised that he

has a common law vendors lien on
said land for the balance of said pur-
chase price, capable of being enforced
only in a court of equity; that the equi-
table title in said land on the death of
said A. J. Martin descended to said
Martin's wife & children, and that said
land is liable in their hands for the
amount yet due thereon.

Your orator will further shew
and allege that your orator's said
debts as shown by said two notes ~~were~~
the only debts owing by said Martin at
his death, and therefore no ~~account~~^{account}
is necessary to be taken in this cause,
and that your orator here files his
own and wife's deed to said land as
an answer - properly acknowledged - to
be delivered to said Martin's wife &
children on the next day pay your
orator the residue yet due him on said
land, which deed is marked "Deed",
and prayed to be taken as a part of this bill.

Now the premises considered
your orator is advised he has a right
to have his said lien enforced against
said land and to that end he humbly
prays; also, that John R. Sigg adminis-
trator of said A. J. Martin, dec'd, Malinda
M. Martin, Liddie E. Johnston, Ella P.
Martin, Rebecca A. Martin, John P. Martin
& F. Eliska Martin each be made parties defend

1 wants to this bill; that they be required
2 to answer the same but not on oath
3 as that is waived; that a guardian ad
4 litem be appointed for Ella P. Martin,
5 Rebecca A. Martin, John P. Martin and
6 F. Elisha Martin to defend them in this
7 cause as they are infants under the age
8 of twenty-one years; that on a hearing
9 of this cause, a judgment be given
10 your orator against said Sigg as said
11 admn. for said unpaid sums of money;
12 that the same be adjudged a first and
13 vendors lien on said land; that if the
14 same be not paid within a reasonable
15 time, then said land be sold on reason-
16 able terms by a Commissioner duly ap-
17 pointed, to pay said sums of money
18 their interest and the costs of this suit.
19 And that all other further and general
20 relief be awarded your orator as the
21 nature of his cause and good conscience
22 may require. May proper process
23 issue &c. And he will ever pray &c.
24 Pennington Bros. p. g.

By the 20 day of August next I
bind my self & heirs & to pay harry
Newman three hundred dollars
bearing interest from date given
under my hand and seal this
the 10 day of February - 1897 This Note
is given for Land.

A J Martin

Seal

By the 25 day of December - 1897
I bind my self & heirs & to pay harry
Newman one hundred dollars this
is given for Land given under my
hand and seal this the 10 day of
February - 1897 ~~bearing interest from~~
~~date~~

A J Martin

Seal

On Pay cash one hundred
& seventy dollars
this Nov 1 1897

On the within note thirty three
dollars & fifteen cents
this november 25 1897



This Deed made this the 26th day of December, 1898 by Harvey Newman and Rebecca A. Newman his wife, parties of the first part, and Malinda M. Martin, widow of A. J. Martin), and Siddy E. Johnston, Ellen P. Martin, Rebecca Ann Martin, John D. Martin and F. Elisha Martin, children and heirs at law of said A. J. Martin, dec'd.; and all of said county, Virginia

Whereas the said Harvey Newman on the 10th day of February, 1897, sold to, and put into possession A. J. Martin the tract of land hereinafter described, for the sum of \$400⁰⁰, three hundred of which to be paid by said A. J. Martin, with interest from Feb. 10th 1897 by August, 20th, 1897 and the residue by the 25th day of Dec., 1897; and whereas on said \$300 payment said A. J. Martin paid the sum of \$170⁰⁰, on Nov. 1st 1897 and \$33.15 on Nov. 25th 1897; and whereas at the time of said sale said first party in writing bound himself on payment of said \$400⁰⁰ to make said Martin a deed to the land hereinafter described; and whereas the said A. J. Martin on or about the 15th day of Sept., 1898 departed this life intestate leaving

1 said ~~land~~ parties as his widow
2 and heirs at law.

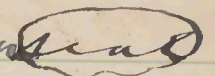

3 Witnesseth that for and in con-
4 sideration of the premises aforesaid
5 and the sum of Nine Hundred
6 dollars in hand paid by said
7 second parties and said A. J. Martin,
8 the said first parties do and
9 each of them doth hereby give,
10 grant, bargain, sell and convey
11 and confirm unto said second parties
12 a certain tract or parcel of land,
13 lying and being in Lin County,
14 ~~to~~, on the waters of Big Branch,
15 in the Pocket Country, said to con-
16 tain 50 acres 'more or less, except-
17 ing the rights and interests therein
18 of one H. A. Stratton, his heirs and
19 assigns; and being the same land
20 with said exceptions that was on
21 the 2nd day of March, 1881 conveyed
22 by John Z. Newman wife to said
23 Harvey Newman, which deed of con-
24 veyance is of record in the County
25 Court Clerk's office of Lin County,
26 in deed book No. 22 page 14 and
27 to which reference is here made
28 for the unto and bounds of the
29 land hereby conveyed.

30 To Have and to hold said tract
31 of land and its appurtenances,
32 except said Stratton interest

1 Durin unto said Second parties
2 in fee simple

3 And the said first parties cove-
4 nant with said second parties to
5 warrant Generally the title to said
6 land & appurtenances, excepting said
7 Stratton rights & interests.

8 Witness the following signatures &
9 seals the day and year first above
10 written.

11 Harvey Newman 
12 Rebecca A. Newman ^{her} 
13 ^{mark}

14 Virginia

15 In County, to-wit:-

16 I, J. S. Garrison a Justice of the
17 peace in and for the County and State
18 aforesaid, do hereby certify that
19 Harvey Newman and Rebecca A.
20 Newman, whose names are signed to
21 foregoing deed, dated the 26th day of
22 December, 1898, have acknowledged
23 the same before me in my County
24 aforesaid. Given under my hand
25 this the 2nd day of January 1899
26 J. S. Garrison J. P.



M. M. Martin et al

From } Seed

Harvey Newman & wife

P bffs Costs

Clerk 5.68
Tax 1.50
Shelf 4.00
attly 15.00
Estimated 8.00

\$31.18

Harvey Newman

vs } Bice in Chanc.

John R. Ligg aduoc. for

1899. 1st Feb'y Rules. - Bill
filed. Defts. fail to
appear. Decree nisi.
2nd Feb'y Rules. - De-
cree nisi confirmed.
Bill taken for con-
fessed. Cause set.
for hearing.

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Source: *U.S. Census Bureau, Statistical Abstract of the United States, 1997*.

A. M. Goins,

+

3 day of March, 1899.
L. T. Hyatt Comm. ~~Genl.~~ Chy.

Harvey Newman
vs } In Chy.

John R. Legg, Admr. &c.

Answer of St. M. Louis,
Guardian Ad Litem,

Filed

Harvey Newman Duffelt

vs.

J. R. Legg adm'r et al def't

In
Chancery

This cause came on again
this day to be heard upon the pa-
pers formerly read therein and
the report and deed of Comm. E.
H. Pennington, ^{to Hannie D. Legg} this day filed in
this cause and was argued by
counsel: On consideration
of all which, and said report
and deed being reviewed to,
it is adjudged, ordered and
decreed that said report and
deed be and is hereby confirm-
ed; and said E. H. Pennington is
now discharged from further
duties as comm. in this cause
and he is released from
any liability on his bond.
And for his services ~~for~~
making said Legg said deed
she will pay to said Pennington
five dollars. And this cause
is stricken from the docket.

Harvey Newman

no } seen

J.R. Liggitt at

Entered on Chy O/B
No 6 5-83.

Enter this
June 8th 1901
H. A. W. Shuen

Harvey Newman, Deft.

vs.

John Egan.

John R. Ligg administrator Deft.

This cause came on this day to be heard upon the papers formerly read therein, and the report of Comr. E. H. Huntington, filed in this cause on the 17th day of Oct., 1899, and was argued by counsel: On consideration of all which, and it appearing that said report has been filed for more than two days and is unexcepted to, it is adjudged, ordered and decreed that said report and sale to ~~John~~ Mrs. H. E. Ligg be and the same are hereby confirmed. And said E. H. Huntington, when said deferred payments are due will collect and pay the same to said complainant. And this cause is continued.

Harvey Newman

vs { decree

J. R. Legg admors. del.

Entered on 6th
O.B. No 6 Page 297

Enter this
Nov 10, 1899.

H. C. W. S. H.

Harvey Newman, Complt.

vs.

John R. Sigg adverse et al Defs.

} In Chancery.

This cause came on this day to be heard upon the bill of the Complt. and exhibits filed therewith, the answer of Siddie E. Johnston, Ellen P. Martin, Rebecca Ann Martin, John P. Martin and F. Elisha Martin infants, by A. M. Goins their guardian ad litem, the replication thereto and was argued by counsel. On consideration whereof, and it appearing that process has been duly served upon the said adult defendants ~~not~~ more than fifteen days before the first day of this term of the court, and they failing to appear and answer, said bill as to them is taken for confessed; and it is adjudged, ordered and decreed that said Harvey Newman recover from said defendant, John R. Sigg admr. of the estate of A. J. Martin decd. the sum of \$300⁰⁰ with interest thereon from the 10th day of February, 1897 till paid subject to a credit of \$170⁰⁰ as of Nov. 1st, 1897 and \$33.15 as of Nov. 25th 1897 and also that he recover from

said Sigg as admr. of said estate
the further sum of \$100⁰⁰ with inter-
est thereon from Dec. 25th/1897 till
paid and the costs of this suit; which
sums of money are adjudged to
be a vendor's and first lien upon
the tract of land described in said
bill.

And it is further adjudged, or-
dered and decreed by the Court that
unless said sums of money and
the costs be not paid in thirty days
to said Complainant, then, E. H.
Perrington, who is hereby appoint-
ed a special Comr. for the purpose
will after advertising the time,
terms and place of sale for 30 days
by written or printed notices posted
in three public places of the County,
one of which shall be at the front
door of the Court-house, and another
in the neighborhood of said lands,
on some Court day at the front
door of the Court-house of this County,
at public outcry, to the highest &
best bidder offer the land in the
lands in the bill and proceedings

mentioned or enough thereof to pay
said debts and the costs of this suit and
commissions of sale, for sale on
a credit of one and two years
time bearing interest from date of
sale, except a sum sufficient
to pay said costs and commissions
of sale, which he will require to
be paid down; and for the defer-
red payments he will take bonds
payable to himself, bearing interest
from date of sale, with good per-
sonal security; But before en-
tering upon the ^{duties} ~~terms~~ of this de-
creed said Summington will execute
bonds before the Clerk of this Court
in a penalty of \$400⁰⁰ Conditioned
as the law requires in such cases.
And he will report his action to
Court; And this Cause is Continued.

Harvey Newman

vs. Deane No 7

J. R. Sigg admistratad

Entered in Chancery
Order Book No. 6.
pages 242 & 243.

Enter this
March 7 1899.
W. J. M.

Harvey Newman

vs.

} de Chancery

J. R. Liggs adms re

To the Hon. W. A. H. Skeen,
Judge of the Circuit Court for the Co.

Your undersigned amr.
begs leave to report as shown
by his report filed in this
cause on Oct. 17th 1899, the
notes taken by him from Har-
vie E. Liggs & J. R. Liggs on
the purchase price of the
land mentioned in said cause
by the direction of said Newman,
to whom the money therefor
was going, did assign the same
without recourse to the Pen-
nington Gap Bank of Pen-
nington Gap, Va.; and A. G.
Shyatt reports to your court
said said Liggs have paid
the first due of said notes
and part of the other; and
said Liggs disavow the same
done and said Bank through
said Shyatt its cashier being
willing that a deed be made
to said H. E. Liggs for said
land without waiting until

the whole of said notes or bonds
are paid, your comr. begs
leave to report that he has
made said Nannie E. Legg
a deed to said land and
here files the same for con-
firmation. And your comr
will further report that
he has only had in his hands
in this cause the sum of
\$41.18, which sum he has dis-
bursed and paid out to
those to whom it belonged
and now he prays that he
be relieved from further
duties hereunder, and that
he forever discharged from
any liability on his bond
given in this cause as
comr. to sell said land.
This June 8th 1901

E. H. Remington

Spe Comr

Newman
vs } Report

Legg

Filed June
8th 1901
J. B. Murray Clerk

Harvey Newman Complt.

vs.

J.R. Ligg admr et al Defts

} In Chanc.

To the Hon. W.S. Miller, Judge
of the Circuit Court for S.C.

Your undersigned, who was appointed at the March term 1899 of Your honor's Court appointed a special comm. in the above styled Cause to sell certain lands in said Cause mentioned, begs leave to report that after duly advertising the time, terms and place of sale for more than 30 days by written notices posted as required by the terms of your honor's decree, on May 15th 1899 that being a Court day, at the front door of the Court house of this County at about the hour of 12 noon of that day, in the manner as required by said decree, did offer the interest of A.J. Martin decd. in the tract of land mentioned in said Cause, for sale on a credit of one or two years except the costs of this suit and commissions of sale. After copying

said sale for some time, said interest in said land, was knocked down to Mrs. N. E. Sigg, who was the highest & best bidder, for the sum of \$259.68; she paid down to your court the sum of \$41.18 and executed her two notes for \$114.25 each, bearing interest from date of sale with J. R. Sigg as surety. The sum bid by her for said land was intended to be just enough to cover said Campbell's debt, and the costs of this suit and \$12.98 commission on said sale;

All which is respectfully submitted, this June 12th 1899.

W. H. Pennington,
Spec. Commr.

Harvey Newman

vs } Report of
Sale to
N.E. Ligg

J. R. Ligg admr et al

Filed October 17th 1899

A.B. Munsey Clerk

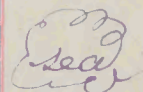
This deed made this 2 day of March 1881 By &
between John B Newman and Emily F his wife of
the firste parte and Harvey Newman of the second
part Both of the County of Lee & state of Virginia
Witnesseth That the said John B Newman & Emily
his Wife of the ~~parte~~ first part doth grant
Bargain sell unto the said Harvey Newman for
the sum of \$32.50 ~~£~~ thirty two dollars and fifty¢
to him in hand Paid a certain tract or
parcel of Land lying & being in the above ^{named}
county & state in the Pocket country on the waters
of Big branch said to contain fifty Acers more
less begining on two chernits and ~~whit oak~~ hickory
on the top of a ridge thence S 44½ E 110 Poles to a
whit oak & beech not far from a branch N 12½ E 80
Poles to a stake on the south side of a small branch
N 34½ E 31 Poles to a beech N 16½ E 20 Poles to
to a small poplar and beech bushes in the
edge of a branch thence N 5½ W 18 Poles to a
stake on the East sid of branch thence N 86½
W 47 Poles to a whit oak and chernut on the
top of a ridge S 23½ W 7 Poles to two gums
thence S 83 W 10 Poles to chernut on the top
of a ridge thence S 43½ W 16 Poles to a whit oak on
same ridge S 18½ W 18 Poles to three chernut
saplings thence S 86½ W 15 Poles to two chernuts thence
S 38 W 22 Poles to a gum S 55 W 15 Poles to the
begining to have and to hold said tract of Land


With all its appertinences forever in witness
Where of we have therunto subscribed our
Names & affixed our seal the day above written

John J. Newman 

Emily J. Newman 

Virginia Lee Canty to wit
me H. P. Page and J. J. Newman Justices of
the peace in and for the above said county do
certify that John J. Newman and Emily J. his
wife whose Names is annexed to the writing
above Baring date 26 August 1881 person-
ally appeared before us in before said
County and the above said Emily J. Newman
Being duly and apart from her husband
and having the writing fully explained to
her she the said Emily J. Newman ac-
knowledgeed the same to be her act and
says she did willingly execute the same
and does not wish to retract it and John
J. Newman husband of the before said
Emily J. Newman whose Names is annexed
to the above writing acknowledges the
same before us given under our hands and
seals this 26 August 1881

H. P. Page J. P. 

J. J. Newman J. P. 

Virginia, Lee County Court Clerk's office
the 11th day of Jan'y 1887. The foregoing deed
bearing date March 2^d 1881. between John
J. Newman & Emily F. his wife of the one
part, and Harvey Newman of the other
part, all of Lee County Va^{no} was this day
filed in this office and admitted
to record upon the certificate of Wm P.
Page & J. J. Newman Date Justices of the
Peace for Lee Co, Va^{no}

Teste John R. Gibson Clerk

Harvey Newman
From 3 Deed

J. H. Newman & wife

Recorded in Deed

Book No 22 P. 14.

J. R. Gibson & Co.

T. 50

b. 125-

\$1.75 Paid

Jan 11th 1887

J. R. Gibson
& Co.

Rec'd. of E. H. Purnington
Cour. in the Chancery cause
of of Harvey Newman vs. J. R. Legg-
adam et al four - dollars -

This the 17th June, 1899.

C. S. Stephens D. S. for
W. D. Webster

1

#7.18

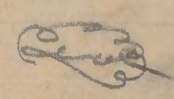
Received of E. W. Pennington Court in
the Chancery Cause of Harvey Newman
vs J. R. Legg Administrator (#718) Seven
dollars and eighteen cents my fees in
the above styled Cause, this the 19th day
of June 1899.

A. B. Munsey Clerk

2

Know all men by these presents
That Harry Newman are held and firmly bound
unto A. J. Martin in the just and full sum
of Eight Hundred dollars the payment
whereof well & truly made A. J. Martin
his Certain Attorney this Executor administrator
or Assignee I bind my Self my heirs
executors & administrators jointly by these
presents sold with my Seal and date
this the 10th day of Feb 1897 the conditions
of the above obligation is such that whereas
the said Harry Newman hath sold unto
A. J. Martin a certain tract or parcel of
land supposed to be 50 Acres be the same
more or less now if the said Harry Newman
makes a deed into the said A. J. Martin
now the said A. J. Martin binds himself
to pay unto Harry Newman

Three Hundred Dollars by the 20th day
 of Aug. 1897. And One Hundred Dollars
 by the 25th day of Dec. 1897 the Said
 Land is situated in the Pockett Country
 on the water of Big Branch in the
 County of Lee and State of Va Except
 the Mineral Right that was sold to F. A.
 Stratton except 5 acres that was excepted
 around the House ^{and} Garden & Orchard
 given under our hands & seals the 10th day
 Jan. 1897

Henry Newman 

Malinda	Margaret	Martin
Siddie	Elyabeth	Martin now Johnson
Eller D	Martin	
Rebecca	Ann	Martin
John	Pruss	Martin
Farist	Elisha	Martin

Harvey Mowen
J. R. ^{ag.} Ligg & son &c

Amt. of note
Sent from 2/10/97 to 11/1/97 -

\$ 300.00

13.00

\$ 313.00

Per Nov. 1st 1897

170.00

Sent to Nov. 25/97

\$ 143.00

Per Nov. 25/97

\$ 43.48

Sent on same to 5/15/99

\$ 33.15

Note with sent from 12/25/97

\$ 10.83

Sent on same to 5/15/99

\$ 28.15

due 5/15/99

\$ 228.50

Costs

31.18

\$ 259.68

Cover -

16.00

\$ 275.68

Costs

\$ 31.18

Cover, in \$ 269.68

15.98

Value on cover -

41.16

2.98

\$ 41.18

22870

\$ 41.18 ch. paid me -

269.68

129.84

2) 259.68
12

Harvey Monahan
vs J. Calcutt
J. H. Legg & Co

Judge I wish that you
would make me off a solemn
statement of this entire debt
including these notes yours Truly
J. H. Legg

In Re

Harvey Newman

vs

J.R. Sigg admr

} In Chancery

In app with

W.H. Huntington Comr.

1899

June 12

By amt. from J.R. Sigg

41 18

1899

Disbursements

June 12

To Comr. retained on \$269.68

12 98

" attys. fee "

15 00

June 17

" Amt. " paid E.S. Stapleton D.S.

4 00

" 19

" " " " A.B. Munnery

7 18

Harvey Newman

vs. } Statement of
 } E.H.P.'s a/s

J.R. Sigg et al

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *John R. Legg* Admin of the
estate of *A. J. Martin* decd, *Malinda M Martin*
Siddie E Johnston, *Ellen P Martin*, *Rebecca Ann* x
Martin, *John P. Martin* & *Elisha Martin*.

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *15th* Monday in *Feb*, 189*9*, to answer a bill in
chancery, exhibited against *them* in our said court by

Harvey Newman

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *28th* day of *December* 189*8*, and in the *123rd* year of the Commonwealth.

A. B. Munsey Clerk

Harvey Newman

vs.

SUBPOENA
IN CHANCERY.

John R Legg Admr^{al} et

Pennington Bros p. q.

To 1st February Rules.

Circuit Court.

Executed on Dec. 31
1898 by delivering true
copies of the within
summons to John R. Legg
admr^{al}, Mabelinda M.
Martin, Giddie E. Johnston,
Eelen P. Martin, Rebecca
Ann Martin, John P.
Martin & F. Eliza Martin.
This Dec. 31st 1898.

E. S. Stephens
for H. P. Hurla
A. C. Lee.